

11-09109 Santiago v United

Santiago 1977 Terms and Conditions of Employment

# EXHIBIT 1

TERMS AND CONDITIONS OF EMPLOYMENT

1. United Air Lines, Inc. (hereinafter called the "Company") hereby employs the undersigned in the Job Title, at the rate of pay, and effective on the date shown on the Notice of Employee Status form, or in such capacity as may hereafter be designated by the employer.
2. The employee shall devote his entire working time and his best efforts to the discharge of his duties and to the promotion of the interests of the employer, and shall comply with the Company's rules and regulations in effect from time to time.
3. In part consideration for the employment of the undersigned by the Company and for wages to be paid to the undersigned employee by the Company, the undersigned promises and agrees as follows:
  - A. That he will not reveal to any person, unless authorized in writing by the Company or its officials, any information concerning the Company's inventions, processes and, in general, any of its business affairs of a confidential nature.
  - B. That he will disclose to the Company all inventions and improvements which he may make during his employment by the Company or within 6 months after the termination of such employment that may be within the existing or contemplated scope of the Company's business, and that he will, on demand, assign to the Company all of his interest in any such inventions and improvements, executing any papers and doing any acts which the Company may consider necessary to secure to it or its successors or assigns any and all rights relating to such inventions and improvements, including patents in the United States and foreign countries.
  - C. Such assignments will be made with the understanding that should the Company decline to patent or make use of such inventions or improvements it will, on request, release the Employee from any assignment thereof to the Company, retaining only a non-exclusive license for itself and the right to grant a royalty-free non-exclusive license to the United States Government with respect thereto.
  - D. Such assignment will be made with the further understanding that, in the event the Company does patent or make use of such inventions or improvements, and licenses or otherwise disposes of the same to others, it will, after caring for its costs, apportion and pay to the Employee a share of any net revenue received therefor from outside sources determined on some equitable basis of the Company's selection. In determining that basis the Company will take into consideration the nature of the invention and the nature of the Employee's duties.
4. In view of the mutual benefits resulting herefrom, and for no other pay or remuneration, I grant to United Air Lines, Inc., or to others so authorized by United Air Lines, the right to use at its option my name, statements made by me relating to United's service, and photographs of me alone or with others taken for or by United Air Lines. It is understood that said use of my name, statements made by me or photographs of me may be used not only in advertising done by United Air Lines or publicity issued by United Air Lines but also in promotional advertising wherein United Air Lines will agree to the use of my name, statements or photographs in connection with the advertising or publicity program of other companies. Such advertising will have the sanction of United Air Lines and will be reviewed and approved by United Air Lines prior to publication.

Employment is accepted and retained under the foregoing conditions.

Witness Jarvis L. Byrd

Signature Wanda R. Santiago  
Date March 6, 1977